

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA

DOCKET NO. 2021-346-T - ORDER NO. 2022-24

FEBRUARY 10, 2022

IN RE: Application of Kelly Moving, Inc. to Amend)	ORDER APPROVING
Current Tariff and Request for Waiver of)	TARIFF AMENDMENTS
Publication and Hearing)	

I. INTRODUCTION

Kelly Moving, Inc. filed an application with the South Carolina Public Service Commission (Commission) on November 4, 2021, to amend its tariff and to seek the Commission’s permission to waive publishing the notice of the filing and to waive the hearing. We previously granted the request of Kelly Moving in this docket to waive publication of the Notice of Filing in a newspaper and agreed to review the application without formal hearing. In this order we grant Kelly Moving’s application to amend its tariff, with the specific requirements as set forth below.

II. FACTS AND PROCEDURAL HISTORY

In 2003, the Commission approved a Class E Certificate of Public Convenience and Necessity for Kelly Moving to provide motor vehicle services as a household goods mover “[b]etween points and places in Spartanburg County and from points and places in Spartanburg County to points and places in South Carolina and from points and places in South Carolina returning to points and places in Spartanburg County.” (See Order No. 2003-592 in Docket No. 2003-199-T). More recently, in 2018, the Commission approved

the amendment of certain rates and other changes to Kelly Moving's tariff. (See Order No. 2018-354 in Docket No. 2018-95-T).

In this November 4, 2021 filing, Kelly Moving asked the Commission to waive publication and hearing requirements. After a Transmittal Letter was originally issued on November 10, 2021, the Commission granted the requests to waive publication and hearing, as set forth in Order No. 2021-755, issued on December 3, 2021. Kelly Moving initially asked to amend its scope of moving authority, but in correspondence filed November 9, 2021, withdrew its request to amend its scope: "Kelly Moving Inc. would like to move forward with the tariff increase process and withdraw amending our scope. We would like to request to only adjust our tariffs, in order to expedite raising our rates to ensure wage increases for our employees."

The Office of Regulatory Staff (ORS) filed a Notice of Appearance of Counsel on November 8, 2021, pursuant to section 58-4-10 of the South Carolina Code of Laws (Supp. 2021).

As set forth in the Notice of Filing (Notice), Kelly Moving seeks increases to its rates and other changes as follows:

Number of Movers	Hourly Rate
Two Movers and Truck	\$115.00
Three Movers and Truck	\$145.00
Four Movers and 2 Truck	\$205.00
Each Additional Truck/Mover	\$30.00 per truck/mover per hour
Holidays	Time & Half
KMI Hours/Minimum Hourly Charges:	
Monday – Friday	Two-Hour Minimum Charge
Saturday	Three-Hour Minimum Charge
Holidays	Three-Hour Minimum Charge

Packing rate is the same as the hourly rate listed, plus the market price of packing materials including tax.

Transportation charges will be applied to all jobs and vehicles at the rate of \$1.50 per mile, roundtrip, from Kelly Moving offices, including all points necessary to complete the job, and return to the office.

Notice, filed November 10, 2021. In addition to establishing the proposed amendments to the tariff, the Notice allowed any person who wished to intervene a deadline of December 16, 2021, to do so. No person intervened as party of record.

As part of its application, Kelly Moving asserted the following justification for seeking the amendments:

KMI submits the proposed changes are reasonable and necessary due to an increase in operating costs including fuel, materials and labor. The annual Inflation rate is at a 13 year high of 5.4% as of September 2021 according to the US Inflation Calculator, September 2021. www.usinflationcalculator.com/inflation-inflation-rates/
... Gasoline prices rose 41.8% and diesel prices rose 38.48%
... KMI needs the ability to increase wages and provide our employees some benefits to attract and retain them. The current labor shortage and increase in cost of living expenses has made it essential to increase employee compensation . .
. There are additional operational costs for sanitary practices due to Covid-19, to insure our movers and clients safety.

Proposed Tariff, filed November 4, 2021, p. 9.

On December 15, 2021, Kelly Moving made an additional amendment request based on its conversation with ORS:

At the suggestion of Thomas McGill from ORS, during our audit conversation, we are making one addition to KELLY MOVING INC'S new tariff proposal. This is an addition to section 3.0, Rules and Regulations under Claims where some of this was previously addressed. Valuation has been added under claims on page 7, #3.5. Attached is the original tariff proposal with the above mentioned amendments.

On December 20, 2021, ORS notified the Commission it reviewed the application of Kelly Moving and conducted a compliance review on November 17, 2021. ORS found Kelly Moving to be in compliance with Commission rules and regulations, including annual report and gross receipt filing requirements. ORS also notified the Commission it had not received any consumer complaints regarding the company in the past year. Finally, ORS provided the Commission with the following tariff comparison chart:

December 17, 2021		ORS Tariff Comparison Kelly Moving Inc. Docket No. 2021-346-T			Exhibit A	
	Description	Unit	Approved Rate	Proposed Rate	Increase Amount	% Increase
Hourly Rates	Rate per two movers and truck	Per Hour	\$85.00	\$115.00	\$30.00	35.29%
	Rate per three movers and truck	Per Hour	\$105.00	\$145.00	\$40.00	38.10%
	Rate per four movers and two trucks	Per Hour	\$125.00	\$205.00	\$80.00	64.00%
	Each Additional Truck/Mover	Per Hour	\$20.00	\$30.00	\$10.00	50.00%
	*Hourly rates now include truck rates previously charged separately					
Transportation Charges	Rate per vehicle per mile	Per Truck/Per mile	Varies	\$1.50	N/A	N/A

In response to an email to all parties from Commission counsel seeking clarification regarding the proposed increase of hourly rates, Kelly Moving responded by email to all parties:

Kelly Moving Inc. would like to clarify the desire to include our truck fee into the hourly rate, proposed tariff in Docket No. 2021-346-T. The reasoning of inclusion is as follows: Including the truck fee into our hourly rate will allow us to simplify our billing. Combining the truck fee with the movers will lessen final bills for any two-hour minimum customer. (For instance, instead of a small job getting charged the full day truck fee of \$130, that customer will only be charged a small fee per hour).

Electronic mail dated December 22, 2021, filed on the DMS on December 22, 2022.

On January 13, 2022, the Commission voted to approve the application of Kelly Moving to amend its tariff and directed the company to provide a copy of its approved bill of lading for attachment to the order.

On January 25, 2022, Kelly Moving provided its Bill of Lading as a supplemental exhibit.

III. APPLICABLE LAW

The Commission is specifically authorized to regulate carriers of household goods, and to set their rates and charges: “[t]he commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal.” S. C. Code Ann. § 58-23-590 (2015).

The Commission is authorized to fix or approve the rates charged by every South Carolina motor vehicle carrier: “[t]he commission shall regulate every motor carrier in this State and fix or approve the rates, fares, charges, classifications, and regulations pertaining to each motor carrier The rates once established remain in effect until such time when the commission determines the rates are unreasonable.” § 58-23-1010.

1. The commission shall make, fix, establish, or allow just and reasonable rates, fares, charges, classifications, and rules for all motor carriers subject to its rate jurisdiction.
2. As often as circumstances may require, the commission upon notice and hearing, if deemed necessary, from time to time may change or revise, or cause to be changed or revised, any rates, fares, charges, classifications, and rules of a carrier who operates under a Certificate of PC&N.

S.C. Code Ann. Regs. 103-191 (2012).

“Every rate made, demanded, or received by any motor carrier operating under a Certificate of PC&N . . . shall be just and reasonable.” Reg. 103-192. Once rates are approved, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission:

[N]o motor carrier operating under a Certificate of PC&N shall charge . . . a greater or lesser or different compensation for transportation, or for any service rendered, than the rates, fares, and charges specified in the lawfully applicable tariffs or schedules in effect from time to time.

S.C. Code Ann. Regs. 103-198.

IV. FINDINGS OF FACT

After review of all the evidence in the record, the Commission makes the following findings of fact.

1. The requested amendments set forth in the Notice of Filing and Proposed Revised Tariff are reasonable.
2. Kelly Moving provided specific information to the Commission setting forth the reasons for the amendments.

3. ORS reviewed the application of Kelly Moving and provided an impact study.

4. ORS notified the Commission it determined Kelly Moving is in compliance with all applicable Commission rules and regulations, including the Annual Report and Gross Receipt filing requirements, and that no complaints were filed against the company in the past twelve months.

5. Kelly Moving provided a copy of its revised proposed amended tariff and its bill of lading. See Order Exhibits 1 and 2.

V. CONCLUSIONS OF LAW

1. We conclude the proposed amendments to the tariff are reasonable pursuant to Regulations 103-191 and 103-192 of the South Carolina Code of State Regulations.

2. The proposed amendments to the tariff are reasonable and shall be approved pursuant to the authority of the Commission established in section 58-23-1010 of the South Carolina Code of Laws.

3. We conclude the proposed amendments to the bill of lading are reasonable pursuant to Regulations 103-158 and 103-159 of the South Carolina Code of State Regulations.

4. The proposed amendments to the bill of lading are reasonable and shall be approved pursuant to the authority of the Commission established in section 58-23-1010 of the South Carolina Code of Laws.

VI. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

1. The Commission grants the request of Kelly Moving, Inc. to amend its Tariff as set forth in this docket and as contained in the attached exhibits.
2. The Revised Proposed Tariff shall be attached hereto as Order Exhibit 1.
3. The Bill of Lading shall be attached hereto as Order Exhibit 2.
4. This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:



Justin T. Williams, Chairman
Public Service Commission of
South Carolina

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO
CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE
STATE OF SOUTH CAROLINA**

TABLE OF CONTENTS

Title Page	1
Table of Contents	2
Applicability of Tariff	3
<u>SECTION 1</u>	4
1.0 Transportation Charges	4
1.1 Hourly Rates and Charges	4
1.2 Hours / Minimum Hourly Charges	4
<u>SECTION 2</u>	
2.0 Additional Services	5
2.1 Packing and Unpacking	5
2.2 Articles, Special Servicing	5
2.3 Waiting Time	5
<u>SECTION 3</u>	
3.0 Rules and Regulations	6
3.1 Claims	6
3.2 Computing Charges	6
3.3 Governing Publications	6
3.4 Items of Particular Value	7
3.5 Valuation	7
3.6 Bill of Lading, Contract Terms, Conditions	7
3.7 Delays	7

Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by KELLY MOVING INC. These services are furnished between points and places in SOUTH CAROLINA.

SECTION 1**1.0 Transportation Charges**

Transportation charges will be applied to all jobs and vehicles at a rate of \$1.50 per mile roundtrip.

1.1 Hourly Rates and Charges

Moves will be conducted on an "hourly" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the KELLY MOVING INC office location, and concludes at the time of return to the office.

<u>Number of Movers</u>	<u>Hourly Rate</u>
Two Movers and a Truck	\$115.00
Three Movers and a Truck	\$145.00
Four Movers and 2 Trucks	\$205.00
Each Additional Truck/ Mover	\$30.00 per truck/mover per hour
Holidays	Time & Half

Any move Kelly Moving Inc. sees fit to use a rental truck, the customer will pay the full rental charge plus fuel. The Company reserves the right to determine the amount of movers needed for all moves.

1.2 KMI Hours/Minimum Hourly Charges:

Monday- Friday	Two-Hour Minimum Charge
Saturday	Three-Hour Minimum Charge
Holidays	Three- Hour Minimum Charge

KELLY MOVING INC. reserves the right to charge an applicable fee for all moves cancelled within 48 hours of the scheduled move date.

Holidays observed are as follows: 4th of July, Christmas Eve, Christmas Day, Labor Day, Memorial Day, New Years Eve, New Years Day, and Thanksgiving.

SECTION 2**2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Packing and Unpacking

2.1.1 The packing rate is the same as the hourly rate listed in Section 1; plus the market price of packing materials including tax.

2.1.2 KELLY MOVING INC is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. KELLY MOVING INC reserves the right to decline any moves consisting of extremely large or fragile items.

2.1.3 KELLY MOVING INC. is not liable for damages that occur in transport by a third party unaffiliated with the company.

2.2 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

2.3 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of KELLY MOVING INC.

SECTION 3**3.0 RULES AND REGULATIONS****3.1 Claims**

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 30 days of the move. KELLY MOVING INC must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, KELLY MOVING INC reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify KELLY MOVING INC immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30 days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Computing Charges

KELLY MOVING INC rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1, a mileage charge of \$1.50 per mile plus packing materials when necessary.

3.3 Governing Publications

KELLY MOVING INC rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.4 Items of Particular Value

KELLY MOVING INC does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. KELLY MOVING will not accept responsibility for safe delivery of such articles if they come into KELLY MOVING INC's possession with or without KELLY MOVING INC's knowledge.

3.5 Valuation

3.5.1. Standard. KELLY MOVING INC. liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed, or damaged while in the custody of KELLY MOVING INC will be settled based on the weight of the article times \$.60 per pound. This value is often less than the actual value of your article(s).

3.5.2. Full (Replacement) Value Protection. Full replacement coverage may be obtained from third-party providers.

3.6 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of KELLY MOVING INC's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.7 Delays

KELLY MOVING INC will not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

Combined Uniform Household Goods Bill of Lading and Freight Bill

SCPSC 9733 NCUC 2469
USDOT 1183978
MC 497933-C

KELLY MOVING INC
PO BOX 517
CAMPOBELLO, SC 29322
864-468-5059

Order Exhibit 2
Docket No. 2021-346-T - Order No. 2022-24
February 10, 2022
Page 1 of 1

ACCEPTED FOR PROCESSING - 2022 JAN 25 12:54 PM - SCPSC - 2021-346-T - Page 1 of 1

Name _____ Tel. _____		TIME RECORD	
From _____ Apt. _____		Start _____ A.M. _____ P.M. _____	Customer Initials _____
To _____ Apt. _____		Finish _____ A.M. _____ P.M. _____	Customer Initials _____
Other Stops _____		JOB HOURS _____	
Moving Date _____ Day _____ Time _____ A.M. _____ P.M. _____		TRAVEL TIME _____	
		TOTAL HOURS _____	

Moving Rate: _____ Vans _____ Men @ \$ _____ Per Job Hr., Plus _____ Hrs. Travel Time _____

ESTIMATE OR REMARKS (Approx. estimate-packing date-Instructions on job-or other info.)	RATES AND DESCRIPTION	CHARGES										
VALUATION SHIPPER - IMPORTANT - READ BEFORE SIGNING BELOW Customer (Shipper) is required to declare in writing the released value of the property. The agreed or declared value of the property is hereby specifically stated by the customer (shipper) and confirmed by their signature hereon to be NOT exceeding 30 () cents per pound per article unless specifically excepted. The Customer (Shipper) hereby declares valuations in excess of the above limits on the following articles.	MOVING _____ hours @ \$ _____ per hr.											
	OVERTIME _____ hours @ \$ _____ per hr.											
	CARTAGE _____ cu. ft. @ \$ _____ per cu. ft.											
	WEIGHT _____ lbs. @ \$ _____ per lb.											
	PIANO CHGS. _____											
<table border="1"> <thead> <tr> <th>Article</th> <th>Value</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Article	Value									OTHER _____ _____ Barrels, packed @ \$ _____ each _____ Barrels, loaned @ \$ _____ each _____ Wardrobes @ \$ _____ each _____ Cartons or boxes @ \$ _____ each _____ Matt Cartons @ \$ _____ each Other _____	
	Article	Value										
IMPORTANT (SIGN BEFORE START OF ANY SERVICE) The Shipper, subject to and based on the rates, rules, regulations, and conditions in the carriers lawfully published tariff hereby orders the carrier to furnish transportation facilities and service described herein subject to all conditions herein contained including valuation agreed or declared and the conditions on the back hereof which are hereby agreed to by the Shipper and accepted for himself and his assigns. Unless credit arrangements are made in writing the Shipper agrees to pay charges in cash, money order, or certified check prior to complete delivery.	Whse. Labor chgs. _____											
	Storage chgs. _____											
	Other _____											
	Carrier Liability; shipper declares the full value of the shipment for the purpose of carrier liability to be: Amt. \$ _____ @ \$ _____ per \$100.00											
	TOTAL CHARGES Advance Deposit _____ BALANCE DUE _____											
DELIVERY RECEIPT Except as specifically endorsed hereon All services and All articles received in Good Condition CUSTOMER: _____ BY: _____	RECEIVED PAYMENT MOVER: _____ BY: _____											

TERMS: Charges Payable in Cash, Money Order, or Certified Check on Delivery.

MOVER'S (Carrier) COPY
(TO BE RETAINED BY MOVER)